

\$5,000 damages would both be eminently reasonable and proper. The law, however, cast upon the defendant, to maintain his counterclaim, the onus of establishing that the plaintiff was negligent or unskilful or both in the professional duties he undertook to perform, and that the conditions complained of were the result—and emphatically the last. The evidence did not satisfy the learned Judge as to either of these points. It was not contended that the services rendered as a mere matter of mechanical dentistry, and as touching the defective formation of the teeth or mouth, were not satisfactory and successful; and, on the contrary, the evidence preponderated in favour of the plaintiff's assertion that the work was carefully and well and skilfully executed. Judgment for the plaintiff for \$50, and dismissing the counterclaim, with costs of action and counterclaim to the plaintiff. George Wilkie, for the plaintiff. W. N. Tilley, for the defendant.

MILLER V. BUCHAN—LENNOX, J.—MAY 26.

Mortgage—Estate Passing — Estoppel — Charge on Land — Sale—Equitable Relief.]—A mortgage action, tried without a jury at Woodstock. The learned Judge said that the plaintiff had made out a case entitling her to relief against the defendant George R. Buchan to the extent claimed. Further than this the Court could not go, as this defendant did not appear and was not represented at the trial. The mortgage was read over to this defendant, he was paid the purchase-money, and became the attesting witness to the mortgage; he was clearly estopped from asserting that the mortgagee took as security any estate other than the estate in fee simple in the mortgage recited. The plaintiff was entitled to judgment declaring that she had a lien and charge upon the lands in question for the \$275 of mortgage-moneys remaining unpaid, with interest upon this sum from the 18th October, 1912, at 6 per cent., and that these lands were liable for the payment of this money; and the judgment could be registered in the proper registry office. The plaintiff was entitled also to the costs of the action against this defendant. Although, in the state of the action, a sale of the lands could not be ordered, that could probably be worked out upon notice to the said defendant and an application to the Court under the Rules. It was a matter of regret that nothing could be done for the other defendants, the executors, or the persons they represented—even